

GENERAL TERMS AND CONDITIONS OF SALE (English Version)

GENERAL PROVISIONS

These General Terms and Conditions of Sale shall govern the business relationship between Precilec (hereinafter referred to as the "Seller") and any buyer (hereinafter referred to as the "Customer") of goods and/or services manufactured and/or supplied by the Seller (hereinafter referred to as the "Products"). The Seller and the Customer together are collectively referred to as the "Parties". These General Terms and Conditions of Sale shall apply to any offer, order or contract relating to the sale of Products by the Seller, and any designs, studies or other services offered or supplied by Seller.

Any proposal issued by the Seller and accepted by the Customer shall be governed by these General Terms and Conditions of Sales. The provisions of these General Terms and Conditions are substantial. They exclude and prevail over all general terms and conditions of purchase and any other document issued by the Customer.

Terms which are in conflict with the General Conditions of Sale shall only apply if the Seller has given formal notice of them to the Customer or if they have been formally accepted by the Seller. Overriding provisions so notified or so accepted shall be incorporated into the Special Terms and Conditions of Sale.

PROPOSALS

No proposal shall be valid unless made under the Seller's letterhead. Any proposal shall expire automatically the last day of its term of validity, and no automatic or implied extension shall be permitted. Any proposal shall be valid for 3 months as from the date of its issuance, as mentioned in such proposal unless written notice otherwise is given on the Seller's letterhead.

Any proposal issued by the Seller shall be expressly accepted in writing by the Customer and confirmed by the Seller to be regarded as an order (hereinafter the "Order").

PRICES

The validity term of any price proposal shall be the same as the validity term of its corresponding Products, design, studies or services proposal. If any proposal is received after the term of validity of the offer, the Seller shall have the right to reject such order and, at its sole discretion, to make a new proposal.

Where the Customer has supplied insufficient or incorrect information that affects the fulfillment of any order, then the Seller shall have the right to suspend performance thereof.

The Seller shall inform the Customer of any problem in connection with an order due to the insufficiency or inaccuracy of information supplied by the Customer, and the Parties shall agree on any consequent changes in specifications, price or delivery periods. In the event of disagreement the Seller shall have the right to terminate the order, and the Customer shall pay damages calculated according to the sale price thereof and in proportion to the expenses and fees incurred by the Seller until the date of the termination .

The price stipulated in the proposal is set according to the characteristics of the Products ordered, the quantity ordered and the delivery schedule agreed. Any modification requested by the Customer relating to the quality or any characteristic of the Product, may entail a modification of the price.

All prices shall be invoiced and paid in the currency indicated in the proposal. Prices mentioned in proposals do not include taxes nor duties, are Ex Works Point of Manufacture (Incoterms in force), and include standard packaging and factory inspection costs. If the Customer requests special packaging or particular conditions of inspection, an additional charge shall be applied correspondingly.

PURCHASE ORDERS

The Seller confirms the proposal approved by the Customer by an acknowledgment of receipt slip on the Seller's letterhead. The date of the acknowledgment slip shall be the effective date of the Order.

Any Order of less than € 350 in total and with a price per item of less than € 80, shall give rise to a flat-rate surcharge on the total price and/or on the price of each item within these limits, in order to cover order handling costs.

Any variation requested by the Customer of an Order for which the Seller has already issued an acknowledgment

slip shall be subject to the express written consent of the Seller, who may subject its consent to a modification of the price or delivery terms. Where the Seller accepts such modification proposed by the Customer, the Customer shall send to the Seller in writing the requested amendments to its original Order, which amendments shall become effective upon acknowledgment of receipt by the Seller. If the Seller does not issue any acknowledgment of receipt, the Parties shall not be bound by such amendments.

The assignment of an Order by the Customer, whether by way of individual transfer, or upon the merger or sale of an entire branch of his business activity, shall only take effect subject to the written consent of the Seller, who may subject its consent to a guarantee by the Customer. The transferee shall be bound by the terms and conditions binding upon the Customer.

DELIVERY PERIOD

The delivery period shall run from the effective date of the Order. The Seller shall make its reasonable endeavours to deliver the Products and services in compliance with the delivery period.

The Seller shall make its reasonable endeavours to inform the Customer of any delay and of the expected date of delivery. The Seller may make partial delivery depending on the availability of the Products or services ordered.

The delivery period relating to the Products, design and studies conducted by the Seller shall be given for indicative purpose only.

The Seller shall not be liable if the delays in delivery are attributable to the Customer, such as, including without limitation, failure to provide information required to fulfill an Order, failure to deliver plans, drawings, specifications, technical data and agreed equipments, failure to obtain any necessary technical, commercial, administrative or financial authorization, failure to make payment on the due date of any sum owed by the Customer to the Seller or to any third party.

The Customer shall not be entitled to claim any compensation, deduction, or penalty nor proceed to cancel any Order in process or refuse the payment on the basis that the delivery date is exceeded.

CONCEPTION

The Seller is entrusted with the conception of the Products which includes the design and technical characteristics of the Products.

In this respect, the Seller may undertake studies, research, design and technical developments as provided in the Order.

If the costs of the conception of the Products are borne by the Client in compliance with the terms and conditions provided under the Order, the Seller will sell exclusively to the Client the Products provided in the Order for a one-year period from the date of the delivery.

INTELLECTUAL PROPERTY

The Products created and manufactured by the Seller, including the intellectual property rights, remain the exclusive property of the Seller

"Intellectual Property Rights" shall mean all intellectual property rights and industrial property rights, including without limitation any invention, patent rights (including patent applications), copyright, trademarks (including trademark applications), domain names, know-how, designs and models, moulds, software, and any similar or analogous or equivalent rights and any other intellectual property, industrial property or monopoly rights (including without limitation all rights or causes of action) which may subsist anywhere in the world or relating to the Products.

The Client acknowledges that by purchasing the Products, it shall gain no title, right, or interest in the Seller's Intellectual Property Rights.

The Seller remains the sole owner of the plans, studies, any document relating to manufacture of the products and any equipment required for the manufacture, the use and the maintenance of the Products.

CONFORMITY

The Products are tested prior to their delivery to ensure their compliance with the specifications set out in the

Order and the standard rules and regulations of the art.

The Seller provides the Client with a conformity procedure, including the conformity tests, in its proposal (hereinafter referred to as the "Conformity Procedure").

The Conformity Procedure shall be deemed to be accepted by the Client ten (10) calendar days from the date of the delivery of such procedure unless it challenges in writing some parts of this procedure within the 10-day period.

Upon approval, the Conformity Procedure shall be deemed to ensure the conformity of the Products where the conformity tests are passed.

Any Product which passes the conformity tests is deemed to be in conformity with the specifications set out in the Order and the standard rules and regulations of the art.

PRODUCT IMPROVEMENT

The Seller shall have the right to unilaterally make technical improvements to Products and to deliver them according to their most recent specifications, provided that the compatibility of the Products is assured. Such improvements may be applied to new Products for delivery or to those returned for repair.

DELIVERY

A/Terms

Every new or repaired Product shall be submitted to the Conformity Procedure prior to dispatch in respect of the Conformity Article.

Should the Client wish to conduct additional conformity tests (hereinafter referred to as "Additional Test"), it shall provide the Seller with the Additional Tests procedure within the shortest time. The Additional Test shall be subject to a cost estimate which shall be approved by the Client.

If the Customer does not accept the cost estimate, the Additional Test shall not enter into the scope of the Order.

In the event the Additional Tests provide that the Client attends the tests, the Seller will issue a notice of inspection one (1) week prior to the date of the tests. All expenses incurred for attending the Additional Tests are borne by the Client.

If the Customer, which has been duly informed of the tests, does not attend the Additional Tests, the Seller will proceed to the said tests and draft a written report which is deemed to have been approved by the Client.

However, should the Client demonstrate that it did not attend the tests due to the Seller's failure to issue the notice of inspection, it will be entitled to either (i) ask to proceed to the test for a second time (ii) or refuse the Products.

All Products shall be deemed to be delivered by placing the Products at the Customers' disposal at the factory gate (EXW - Incoterms in force) referred to in the Order.

All Products shall be removed in accordance with the time period stipulated in the Order which runs from the date of the delivery.

If the Customer fails to comply with the time period relating to the removal, the Seller shall be entitled to claim damages of 0.4% of the price of the Product for every week of delay or part thereof without prejudice to any damages that the Seller may claim.

All liability, costs and risks associated with transit shall be borne by the Customer.

B/ Passing of Title

ALL PRODUCTS SOLD REMAIN THE SOLE PROPERTY OF THE SELLER UNTIL THE CUSTOMER HAS FULLY PERFORMED ALL OF ITS OBLIGATIONS AND IN PARTICULAR UNTIL COMPLETE PAYMENT OF THE FULL PRICE INCLUDING ANY ANCILLARY COSTS SUCH AS INTEREST PAYMENTS.

HOWEVER, THE CUSTOMER SHALL ASSUME ALL RISKS FROM THE DATE OF THE DELIVERY IN THE FACTORY GATE REFERRED TO IN THE ORDER. AS FROM THAT DATE, THE CUSTOMER SHALL BEAR (I) ALL THE COSTS (II) ALL THE RISKS OF DAMAGES THAT THE PRODUCTS COULD SUFFER OR CAUSE FOR ANY REASON WHATSOEVER. IN CASE OF DAMAGES DURING THE TRANSPORT, THE CUSTOMER SHALL ONLY BE ENTITLED TO BRING AN ACTION AGAINST THE CARRIER.

THE CUSTOMER THEREFORE UNDERTAKES TO OBTAIN AT ITS COSTS AND EXPENSES INSURANCE COVERAGE FOR

ALL RISK OF LOSS, THEFT OR DESTRUCTION, WHETHER PARTIAL OR TOTAL OF PRODUCTS, WHICH SHALL BE DECLARED AT THEIR COMMERCIAL REPLACEMENT VALUE. THE SELLER SHALL BE DESIGNATED BENEFICIARY OF ANY AMOUNT PAID UNDER THE INSURANCE CONTRACT IN THE EVENT OF ANY LOSS, THEFT OR DESTRUCTION. THE CUSTOMER AGREES TO PROVIDE THE SELLER, UPON REQUEST, WITH EVIDENCE OF SUCH RISKS COVERAGE. FURTHERMORE, FROM THE TIME OF DELIVERY OF ANY PRODUCT, THE CUSTOMER SHALL BEAR ALL DUTIES, TAXES AND CHARGES RELATING TO THE USE, DETENTION OR POSSESSION OF SUCH PRODUCT AND SHALL, ON DEMAND, INDEMNIFY THE SELLER AGAINST ALL DUTIES, TAXES AND CHARGES ARISING FROM OWNERSHIP OF SUCH PRODUCT.

C/ Export and Import Licenses

An export license, where applicable, may be obtained by the Seller in respect of orders placed by the Customer, without any liability on the part of the Seller. All costs relating thereto shall be borne by the Customer and billed in addition to other costs. The Customer alone shall assume responsibility for all costs and administrative steps taken relating to the importation of any Products purchased.

PAYMENT

Unless otherwise stipulated in the Order, the total price shall be paid by the Customer on the date of the delivery.

Invoices shall be payable at the registered office of the Seller's company or, where applicable, at the place of payment shown on the invoice, on the following terms:

- direct bank transfer into the account, details of which shall be mentioned on the invoice;
- within 30 days from the date of the invoice,

unless a different method of payment is expressly accepted in writing by the Seller.

Bills of exchange (within the meaning of "effets de commerce") shall be addressed to the Seller within a fifteen day-period from their issuing.

Non-payment of any invoice on its due date shall render all other invoices to the Customer immediately due and payable. For any delay in payment beyond its due date, the amounts outstanding shall bear interest at a rate equivalent to 3 times the rate of legal interest rate applicable in France, without prior notice and without prejudice to any other rights granted to the Seller by the law.

Where the Customer has not fully met his obligations in respect of an Order, in particular with respect to payment, the Seller may, as of right and without notice, suspend performance of his obligations, refuse new orders, or duly declare the cancellation of orders in progress not yet delivered.

WARRANTY

The Seller warrants for a twelve-month period from the date of delivery that all delivered Products comply with the Specifications set out in the Order and the standard rules and regulations of art.

The Seller warrants that all Products prior to delivery, are subject to the Conformity Procedure. Any Product which has passed the Conformity Procedure is deemed to comply with the specifications and standard rules on the date of delivery.

Such warranty covers exclusively the spare parts and maintenance.

To be valid, all claims must be notified to the Seller within 30 days of discovery of the defect affecting a Product. If the defect is visible the claim shall be notified to the Seller within 30 days of delivery of such Product. The risks and expenses of the return are chargeable to the Customer. Products returned to the Seller for repair shall be redelivered with a warranty on the replaced parts of 6 months period from the date of redelivery, if such Products are no longer under warranty.

The warranty shall not apply where the alleged defect arises from the assembly of a Product by the Customer with other products not supplied by the Seller, or if the Product supplied is included in an incompatible system, or if the Product materials are supplied by the Customer, or if the Product design is imposed by the Customer, or in the case of any loss or damage to the Product, or if the Product is repaired or modified without the prior consent of the Seller, or if the defect arises from storage, maintenance or incorrect use. The warranty does not apply to defects arising after the term of the warranty period. The warranty shall become null and void on resale

of a Product without the prior consent of the Seller.

Where the Seller considers that the Customer's warranty claim is valid, the Seller's sole obligation shall be, at its option, either to repair, to replace, or to reimburse the price of the Product giving rise to the warranty claim. This section lays down and defines the full extent of the Customer's rights for warranty. The Customer shall return all goods in their original packaging. Collection charges and insurance shall be borne by the Seller under condition that the Products are returned according to its instructions for shipment and that the Customer is entitled to claim under warranty.

FORCE MAJEURE

In case of an event of force majeure, the obligations of the Parties under the Order may be suspended or modified in order to continue the performance of the Order.

The Seller shall not be liable for any delay in performing or for failing to perform its obligations under the Order in case of an event of force majeure.

"Force Majeure" means any natural disasters, fire, flood, earthquakes, hurricanes, explosions, epidemics, or other natural disasters, war, embargo, riots, martial law, sabotage, insurrection, or national emergency, lack of transportation or communication, restriction of the use of energy, strike, lockout, labor disputes, delay or failure of suppliers and subcontractors of the Seller, or other major social issues having for effect to prevent a Party from fulfilling its obligations defined herein and/or in the Order.

Each Party shall, upon the occurrence of an event of Force Majeure, agree to promptly notify the other Party so that action can be taken to overcome the effects arising from the Force Majeure, and limit the consequences.

Each Party may automatically terminate this contract by registered letter with acknowledgment of receipt if the effects of the Force Majeure extend beyond ninety (90) days, without liability under the performance of an obligation herein defined and / or in the order.

INFRINGEMENT

In the event that a third party brings any infringement action on the basis of its intellectual or industrial property rights or patent rights in respect of any Product delivered by the Seller to the Customer, the Seller agrees, at its discretion and at its own cost, to defend the action or to settle the claim. This shall only apply where the Customer informs the Seller immediately, and in writing, of any infringement claim relating to the Product delivered by the Seller. The Seller shall have absolute discretion as to the action or procedure to be taken.

The Seller's liability is expressly excluded if the infringement results from the manufacture of the Product according to the Customer's own specifications or from erroneous or incomplete information supplied by the Customer, from the combining or mixing of the Product delivered with any other product, or from any alteration of all or any part of any Product due to the action of any person other than the Seller.

In the event that a final judgment is entered against the Seller, the Seller may choose to either:

- obtain a license of the rights of the aforementioned third party; or
- alter the infringing Product so as to avoid the infringement; or
- take back the infringing Product and repay the Customer the price of such Product less depreciation.

The Seller shall in no case be held liable for any costs or expenses incurred by the Customer without the Seller's consent, nor for any damages, whether direct or indirect, arising from any loss of use of Product.

The above provisions represent the full extent of all undertakings by the Seller towards the Customer in the event of any dispute arising from any third party intellectual or industrial property rights and patent rights relating to any Products delivered by the Seller.

LIMITATION OF LIABILITY

The Seller's liability, in any cause of action, shall be limited to indemnifying any direct, foreseeable loss and specifically excludes indirect damages. Indirect damages means losses of market, orders, sales, lost profits, anticipated savings, business issues, incurred by the Customer, and shall not exceed the price of the Product giving rise to such a claim against the Seller.

The Seller shall incur no liability for direct and/or indirect consequences that could arise from the use of the Product by the Customer with its own partners and co-contractors.

The Seller shall incur no liability whatsoever in respect of any incorrect use of any Product under the conditions that he has not authorized or agreed, nor where such Product is integrated by a third party into another product.

In any event, the amount of damages which could claim the Customer in accordance with the provisions hereof, shall not exceed the amount of the Order causing the damage. If the Order is divided into consignments, the amount of the damages cannot exceed the amount of the consignment causing the damage.

TERMINATION

Either Party may terminate automatically (within the meaning of "de plein droit") the Order if the other Party fails to comply with any of the terms and conditions herein and/or the Order and if such default has not been remedied within fifteen (15) days after written notice, by registered letter with acknowledgment of receipt, to the defaulting Party, and without prejudice to any damages that the injured Party may claim.

Notwithstanding the termination of this agreement and/or of the Order for any reason whatsoever, each party remains liable to the other Party for the proper performance of any obligation arising prior to the date of termination, and those obligations remain in force until their perfect execution in accordance with the terms hereof as if the Order had not been terminated.

MISCELLANEOUS

These General Terms and Conditions of Sale constitute the entire agreement between the Parties. They supersede all written or oral agreement given or exchanged between the Parties prior to its signing.

In case of conflict between the French version and the English version of these General Terms and Conditions, the French version shall prevail over the English version.

Any waiver of whatever duration to invoke the existence or the total or partial violation of any provision of the Terms of Use shall not constitute an amendment or deletion of that clause or a waiver to invoke the earlier concurrent or subsequent violations in the same or other terms.

If any provision of these Terms is held to be unenforceable, the rest of these Terms shall continue in full force and effect, when the obligations can be achieved, unless such invalidity or unenforceability affects the substance of the Terms and Conditions or modifies profoundly its economy.

DISPUTES

THESE GENERAL TERMS AND CONDITIONS OF SALE AND ALL DOCUMENTS RELATING THERETO SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF FRANCE. ANY DISPUTE; WHETHER RELATING TO THE GENERAL OR SPECIAL TERMS AND CONDITIONS OF SALE OR TO ANY ORDER AS ACCEPTED BY THE SELLER, SHALL BE REFERRED TO THE PARIS (FRANCE) COMMERCIAL COURT.